

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
NORTHERN DIVISION**

JEFFREY F LAWRENCE :
And :
DONNA LAWRENCE :

Plaintiffs : Civil Action # MJG-02-CV-3224

v. :

THE “IMAGINE...!” YACHT, LLC :
And :
ANNAPOLIS BAY CHARTERS, INC. :
And :
LATITUDE 38, LLC :

Defendants :

: : : : : : : : : : : : : :

THE “IMAGINE...!” YACHT, LLC :

Third Party Plaintiff :

v. :

SHER & BLACKWELL, LLP :
1850 M. Street, N.W., Suite 900 :
Washington, D.C. 20036 :

Third Party Defendant :

**THIRD PARTY COMPLAINT OF
THE “IMAGINE...!” YACHT, LLC AGAINST SHER & BLACKWELL, LLP**

Defendant and Third Party Plaintiff, The “IMAGINE...!” Yacht, LLC, by and through its attorney, Robert H. Bouse, Jr., files this Third Party Complaint against Sher & Blackwell, LLP and for reasons therefore, states as follows:

1. This is an admiralty and maritime action within the meaning of Rule 9(h) of the Federal Rules of Procedure and 28 U.S.C., §1333.

2. This third party action is being brought pursuant to Rule 14(c) of the Federal Rules of Civil Procedure.

3. Defendant and Third Party Plaintiff, The “IMAGINE...!” Yacht, LLC, was at all times owner of the schooner “IMAGINE...!” and would be a third party beneficiary of any Charter Agreement between Latitude 38, LLC and the law firm of Sher & Blackwell, LLP who this Defendant and Third Party Plaintiff contends executed the Charter Agreement and Contract for use of the schooner “IMAGINE...!”

4. Defendant and Third Party Plaintiff, The “IMAGINE...!” Yacht, LLC, has been sued as a Defendant in the above action by Jeffrey F. Lawrence, a Partner in the law firm of Sher & Blackwell, LLP and his wife Donna Lawrence, alleging negligence and breach of contract in connection with alleged injury to Plaintiff, Jeffrey Lawrence’s hearing as a result of the firing off of a small cannon aboard this Defendant’s Yacht.

5. Defendant and Third Party Plaintiff, The “IMAGINE...!” Yacht, LLC, denies any liability in connection with negligence or breach of duty arising out of the action or as a result of the Charter and Contract Agreement entered into by and between Latitude 38, LLC and Sher & Blackwell, LLP.

6. It is understood and alleged that under the Charter Agreement signed by Third Party Defendant Sher & Blackwell, LLP, Sher & Blackwell, LLP is the charterer of the Yacht “IMAGINE...!” for the voyage in question and undertakes certain responsibilities for the safety of its participants, including the Plaintiffs, set forth in the Charter Agreement.

7. If the Plaintiff's injuries if any are found to be caused by the negligence or breach of duty of the charterer, Sher & Blackwell, LLP, in attending to the safety of its group of participants on the voyage, Sher & Blackwell, LLP may be liable directly to the Plaintiffs, in whole or in part for their injuries, and accordingly are brought in as a third party defendant under Rule 14(c) to raise any defenses, which they may have against the Plaintiffs.

8. In addition, should this Defendant and Third Party Plaintiff, The "IMAGINE...!" Yacht, LLC, be held responsible for negligence or breach of duty as alleged by the Plaintiffs, Jeffrey F. and Donna Lawrence, The "IMAGINE...!" Yacht, LLC, is entitled to contribution or indemnification including counsel fees and costs incurred in defense of the above captioned matter from the third party defendant, Sher & Blackwell, LLP.

WHEREFORE, Defendant and Third Party Plaintiff, The "IMAGINE...!" Yacht, LLC, prays:

1. That process in due form of law may issue against the third party defendant, citing it to appear and answer all of the aforesaid matters and to answer the Plaintiff's Complaint, and the Third Party Complaint as provided in Rule 14(c) of the Federal Rules of Procedure.

2. That judgment be entered adjudging the third party defendant directly liable to the Plaintiff for any damages suffered by the Plaintiffs as alleged in the Amended Complaint.

3. That judgment of indemnity be entered against Sher & Blackwell, LLP in favor of Defendant and Third Party Plaintiff, The "IMAGINE...!" Yacht, LLC, on the Third Party Complaint together with Defendant and Third Party Plaintiff, The "IMAGINE...!" Yacht, LLC's attorney's fees and costs.

4. That judgment of contribution be entered against Sher & Blackwell, LLP in favor of Defendant and Third Party Plaintiff, The "IMAGINE...!" Yacht, LLC, for Sher & Blackwell's

proportional share of any damages adjudged against Defendant and Third Party Plaintiff, The “IMAGINE...!” Yacht, LLC, and in favor of Plaintiff and Third Party Plaintiff.

5. That this Court enter such other and further relief as the justice of this cause may require.

_____/s/_____
Robert H. Bouse, Jr. (#01926)
Anderson, Coe & King, LLP
201 N. Charles Street
Suite 2000
Balto., MD 21201
410-752-1630
Attorney for Defendant The “IMAGINE...!” Yacht, LLC

I HEREBY CERTIFY that on this 1st day of April, 2003, copy of the foregoing Third Party Complaint against Sher & Blackwell, LLP was electronically mailed only to:

David W. Skeen, Esq.
Wright, Constable & Skeen, LLP
One Charles Center, 16th Floor
100 North Charles Street
Balto., MD 21201-3812
Attorneys for Latitude 38, LLC

Prabir Chakrabarty, Esq.
Resnick & Abraham, LLC
One E. Franklin Street
Balto., MD 21202
Attorney for Plaintiffs

_____/s/_____
Robert H. Bouse, Jr. (#01926)
Anderson, Coe & King, LLP

